

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	File No.: EB-SED-13-00010115
)	
AIT, Inc.;)	Acct. No.: 201532100001
Southern Telecom, Inc.)	
)	FRN: 0017985201

ORDER

Adopted: October 28, 2014**Released: October 29, 2014**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has resolved its investigation into whether AIT, Inc. and Southern Telecom, Inc. (jointly referred to as AIT/Southern) unlawfully marketed certain tablets, digital music players, Bluetooth headphones, and other radio frequency devices in the United States prior to complying with the Commission's equipment authorization requirements. These important equipment marketing and authorization rules ensure that devices that emit radio frequency radiation comply with the Commission's technical requirements and do not interfere with authorized communications. For the purposes of settlement, AIT/Southern admits that its marketing of the radio frequency devices covered by the Bureau's investigation violated the Commission's rules. To resolve the investigation, AIT/Southern will pay \$260,000 and implement a long-term compliance plan to ensure future compliance with the Commission's equipment marketing rules.

2. The Bureau and AIT/Southern have negotiated the Consent Decree that resolves this matter. A copy of the Consent Decree is attached hereto and incorporated herein by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the investigation.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether AIT/Southern possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. We therefore adopt the attached Consent Decree entered into between the Bureau and AIT/Southern. The Consent Decree resolves and terminates the Bureau's investigation into AIT/Southern's compliance with Section 302(b) of the Communications Act of 1934, as amended (Act),¹ and Sections 2.803, 2.925, 2.948, 15.101, and 15.201 of the Commission's rules (Rules)² pertaining to the marketing of radio frequency devices, such as tablets, digital music players, and Bluetooth headphones.

¹ 47 U.S.C. § 302a(b).

² 47 C.F.R. §§ 2.803, 2.925, 2.948, 15.101, 15.201.

6. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Act,³ and Sections 0.111 and 0.311 of the Rules,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

7. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Perry Ayal, AIT, Inc. and Southern Telecom, Inc., 14-C 53rd Street, Brooklyn, NY 11232; and to Jonathan M. Grossman, Esq., Cozen O'Connor, Counsel to AIT, Inc. and Southern Telecom, Inc., The Army and Navy Building, 1627 I Street, NW, Suite 1100, Washington, D.C. 20006.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief, Enforcement Bureau

³ 47 U.S.C. §§ 154(i), 154(j), 503(b).

⁴ 47 C.F.R. §§ 0.111, 0.311.

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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission, AIT, Inc., and Southern Telecom, Inc. (AIT, Inc. and Southern Telecom, Inc. jointly referred to as AIT/Southern), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into possible violations by AIT/Southern of Section 302(b) of the Communications Act of 1934, as amended, and Sections 2.803, 2.925, 2.948, 15.101, and 15.201 of the Commission's rules pertaining to the marketing of tablets, digital music players, Bluetooth headphones, and other radio frequency devices in the United States.¹

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
- (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
- (c) "AIT/Southern" means AIT, Inc. and Southern Telecom, Inc., and their divisions, subsidiaries, predecessors-in-interest and successors-in-interest. AIT, Inc. and Southern Telecom, Inc. are separate companies with common ownership based in New York that manufacture, import, and market tablets, digital music players, Bluetooth headphones, and other radio frequency devices.
- (d) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
- (e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
- (f) "Communications Laws" means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which AIT/Southern is subject by virtue of its business activities, including but not limited to, the Equipment Marketing Rules.
- (g) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
- (h) "Covered Employees" means all employees and agents of AIT/Southern who perform, or supervise, oversee, or manage the performance of, duties that relate to AIT/Southern's responsibilities under the Equipment Marketing Rules.
- (i) "Effective Date" means the date on which the Bureau releases the Adopting Order.

¹ 47 U.S.C. § 302a(b); 47 C.F.R. §§ 2.803, 2.925, 2.948, 15.101, 15.201.

- (j) “Equipment Marketing Rules” means Section 302(b) of the Act; Sections 2.803, 2.925, 2.948, 15.101, and 15.201 of the Rules; and other Communications Laws governing the marketing of radio frequency devices within the United States and its territories.²
- (k) “Investigation” means the investigation commenced by the Bureau’s April 11, 2013, Letter of Inquiry regarding whether the marketing of certain radio frequency devices by AIT/Southern complied with the Equipment Marketing Rules.³
- (l) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by AIT/Southern to implement the Compliance Plan.
- (m) “Parties” means AIT/Southern and the Bureau, each of which is a “Party.”
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. Section 302 of the Act authorizes the Commission to promulgate reasonable regulations to minimize harmful interference by equipment that emits radio frequency energy.⁴ Specifically, Section 302(b) of the Act provides that “[n]o person shall manufacture, import, sell, offer for sale, or ship devices or home electronic equipment and systems, or use devices, which fail to comply with regulations promulgated pursuant to this section.”⁵ The purpose of Section 302 of the Act is to ensure that radio transmitters and other electronic devices meet certain standards to control interference before they reach the market.

4. The Commission carries out its responsibilities under Section 302 of the Act in two ways. First, the Commission establishes technical requirements for transmitters and other equipment to minimize their potential for causing interference to authorized radio services. Second, the Commission administers an equipment authorization program to ensure that equipment reaching the market in the United States complies with the technical and administrative requirements set forth in the Rules. The equipment authorization program requires, among other things, that radio frequency devices must be tested for compliance with the applicable technical requirements in accordance with one of three authorization procedures—i.e., certification, Declaration of Conformity, or verification—prior to marketing.⁶ In that regard, Section 2.803(b) of the Rules prohibits the marketing of radio frequency devices unless the device has first been properly authorized, identified, and labeled in accordance with the Rules.⁷

5. On April 11, 2013, the Bureau’s Spectrum Enforcement Division issued a Letter of Inquiry (LOI) to AIT/Southern, directing it to submit a sworn written response to a series of questions relating to its marketing of tablets, digital music players, and other radio frequency devices in the United

² See 47 U.S.C. § 302a(b); 47 C.F.R. §§ 2.803, 2.925, 2.948, 15.101, 15.201.

³ See Letter from John D. Poutasse, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Perry Ayal, AIT, Inc./Southern Telecom, Inc. (Apr. 11, 2013) (on file in EB-SED-13-00010115) (LOI).

⁴ 47 U.S.C. § 302a.

⁵ *Id.* § 302a(b).

⁶ “Marketing” includes the “sale or lease, or offering for sale or lease, including advertising for sale or lease, or importation, shipment, or distribution for the purpose of selling or leasing or offering for sale or lease.” 47 C.F.R. § 2.803(a).

⁷ See *id.* § 2.803(b).

States.⁸ In its responses to the LOI,⁹ AIT/Southern admitted that it failed to test or properly label certain tablets prior to marketing, and that certain of the intentional radiators it marketed—namely Bluetooth headphones—were improperly labeled.¹⁰ Based on the record, the Bureau also determined that certain AIT/Southern mp3 players were improperly tested prior to marketing. While some digital music players are classified as unintentional radiators¹¹ that are often subject to the verification procedures,¹² the mp3 players marketed by AIT/Southern connect to a computer through a USB connection and therefore are properly classified as peripheral devices,¹³ which are subject to authorization through either the Declaration of Conformity or certification procedures.¹⁴ AIT/Southern failed to test its mp3 players according to the certification procedures or to submit these devices to an accredited test lab for authorization under the Declaration of Conformity procedures.¹⁵ AIT/Southern later confirmed that it has resolved the foregoing noncompliance with the Commission's Equipment Marketing Rules.

III. TERMS OF AGREEMENT

6. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

7. **Jurisdiction.** AIT/Southern agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

8. **Admission of Liability.** AIT/Southern admits, solely for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 10 herein, that its actions with respect to the marketing of the radio frequency devices referenced herein in the United States violated the Commission's Equipment Marketing Rules.

⁸ See *supra* note 3. The investigation began in response to a complaint alleging that AIT/Southern was marketing unauthorized equipment.

⁹ See Letters from Jonathan M. Grossman, Cozen O'Connor, P.C., Counsel for AIT, Inc. and Southern Telecom, Inc., to Jason A. Koslofsky, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (May 31, 2013, June 14, 2013, June 28, 2013, and Aug. 9, 2013) (on file in EB-SED-13-00010115).

¹⁰ An intentional radiator is a "device that intentionally generates and emits radio frequency energy by radiation or induction." 47 C.F.R. § 15.3(o). The intentional radiators at issue here were required to be certified and labeled with an FCC Identifier. See *id.* §§ 2.1031–2.1060, 2.803(b)(1), 15.201(b) (regarding certification); *id.* § 2.925(a)(1) (regarding FCC Identifier labeling).

¹¹ An unintentional radiator is a "device that intentionally generates radio frequency energy for use within the device, or that sends radio frequency signals by conduction to associated equipment via connecting wiring, but which is not intended to emit RF energy by radiation or induction." *Id.* § 15.3(z).

¹² See *id.* § 15.101(a).

¹³ A peripheral device is an "input/output unit of a system that feeds data into and/or receives data from the central processing unit of a digital device. Peripherals to a digital device include any device that is connected external to the digital device, [or] any device internal to the digital device that connects the digital device to an external device by wire or cable" *Id.* § 15.3(r).

¹⁴ See *id.* § 15.101(a), (d); see also *FCC Clarifies Equipment Authorization Policy for Approving Music Devices that Connect to a Personal Computer*, DA 04-2253 (Oct. 12, 2004), available at http://fjallfoss.fcc.gov/edocs_public/attachmatch/DA-04-2253A1.pdf (last visited July 2, 2014).

¹⁵ Test labs must be accredited to perform Declaration of Conformity testing. See 47 C.F.R. § 2.948(a)(3) ("If the equipment is to be authorized under the Declaration of Conformity procedure, the laboratory making the measurements must be accredited . . .").

9. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, AIT/Southern agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against AIT/Southern concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence, it will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against AIT/Southern with respect to AIT/Southern's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, AIT/Southern shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that AIT/Southern complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Equipment Marketing Rules prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, AIT/Southern agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Equipment Marketing Rules, AIT/Southern shall implement the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, AIT/Southern shall establish Operating Procedures that all Covered Employees must follow to help ensure AIT/Southern's compliance with the Equipment Marketing Rules. AIT/Southern's Operating Procedures shall include internal procedures and policies specifically designed to ensure that (i) prior to the initiation of marketing (as such term is defined in Section 2.803 of the Rules¹⁶), all radio frequency devices comply with applicable technical standards, have been properly authorized (via the certification, Declaration of Conformity, or verification procedures, as applicable), and comply with the applicable administrative requirements relating to equipment labeling and consumer disclosure; and (ii) AIT/Southern immediately discontinues marketing any radio frequency device that it knows (or has reason to believe) does not comply with applicable technical standards and/or have not been properly authorized until it can verify that the device complies with the Equipment Marketing Rules.

¹⁶ *Id.* § 2.803.

- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Equipment Marketing Rules, including the obligations to secure an equipment authorization from the FCC prior to marketing a radio frequency device and to comply with the applicable administrative requirements relating to equipment labeling and consumer disclosure, and set forth the Operating Procedures that Covered Employees shall follow to help ensure AIT/Southern's compliance with the Equipment Marketing Rules. AIT/Southern shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. AIT/Southern shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** AIT/Southern shall establish and implement a Compliance Training Program on compliance with the Equipment Marketing Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of AIT/Southern's obligation to immediately discontinue marketing any radio frequency device that it knows (or has reason to believe) does not comply with the Equipment Marketing Rules as well as AIT/Southern's obligation to report any noncompliance with the Equipment Marketing Rules under paragraph 13 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date. A person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. AIT/Southern shall repeat the compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

13. **Reporting Noncompliance.** AIT/Southern shall report any noncompliance with the Equipment Marketing Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of (i) each instance of noncompliance; (ii) the steps that AIT/Southern has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that AIT/Southern has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, Room 3-C366, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Jason Koslofsky at Jason.Koslofsky@fcc.gov and to Ricardo Durham at Ricardo.Durham@fcc.gov.

14. **Compliance Reports.** AIT/Southern shall file Compliance Reports with the Commission covering four time periods: (1) the Effective Date through January 31, 2015; (2) February 1, 2015 through October 31, 2015; (3) November 1, 2015 through October 31, 2016; and (4) November 1, 2016 through October 31, 2017. Each Compliance Report shall be filed on or before the last business day of the month immediately following the end of the relevant period.

- (a) Each Compliance Report shall include a detailed description of AIT/Southern's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Equipment Marketing Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of AIT/Southern, stating that the Compliance Officer has personal knowledge that AIT/Southern (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan;

and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 13 hereof.

- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.¹⁷
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of AIT/Southern, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully (i) each instance of noncompliance; (ii) the steps that AIT/Southern has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that AIT/Southern has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted on paper to the Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, Room 3-C366, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Jason Koslofsky at Jason.Koslofsky@fcc.gov and to Ricardo Durham at Ricardo.Durham@fcc.gov.

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire on October 31, 2017.

16. **Penalties.** AIT/Southern agrees that it will pay civil penalties to the United States Treasury in the amount of two hundred and sixty thousand dollars (\$260,000) (Civil Penalties); such Civil Penalties to be made in six installments (each, an Installment Payment). The first Installment Payment in the amount of forty-five thousand dollars (\$45,000) is due within thirty (30) calendar days after the Effective Date. Thereafter, Installment Payments in the amount of forty-three thousand dollars (\$43,000) are due and payable on the following dates: April 15, 2015, October 15, 2015, April 15, 2016, October 15, 2016 and a final Installment Payment on April 15, 2017 (Maturity Date). AIT/Southern shall make the first and all subsequent Installment Payments in United States Dollars without further demand or notice by the dates specified above. AIT/Southern acknowledges and agrees that upon execution of this Consent Decree the Civil Penalties and each Installment Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1). Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. AIT/Southern shall also send electronic notification of each Installment Payment to Jason Koslofsky at Jason.Koslofsky@fcc.gov, Ricardo Durham at Ricardo.Durham@fcc.gov, and Samantha Peoples at Sam.Peoples@fcc.gov on the date said payment is made. Each Installment Payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.¹⁸ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that AIT/Southern should follow based on the form of payment it selects:

- Payment by check or money order must be made payable in United States Dollars to the order of the Federal Communications Commission. Such payments (along with the completed

¹⁷ See *id.* § 1.16.

¹⁸ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

If AIT/Southern has questions regarding payment procedures, it should contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

17. **Event of Default.** AIT/Southern agrees that an Event of Default shall occur upon the failure by AIT/Southern to pay the full amount of any Installment Payment on or before the due dates specified in this Consent Decree.

18. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalties shall accrue interest, computed using the rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalties, together with interest, as aforesaid, any penalties permitted and/or required by the law, including but not limited to interest and penalties permitted under 31 U.S.C. § 3717 and administrative charge(s), plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by AIT/Southern.

19. **Waivers.** AIT/Southern waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. AIT/Southern shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither AIT/Southern nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and AIT/Southern shall waive any statutory right to a trial *de novo*. AIT/Southern hereby agrees to waive any claims it may have under the Equal Access to Justice Act¹⁹ relating to the matters addressed in this Consent Decree.

20. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

21. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which AIT/Southern does not expressly consent) that provision will be superseded by such Rule or Commission order.

22. **Successors and Assigns.** AIT/Southern agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

¹⁹ See 5 U.S.C. § 504; 47 C.F.R. Part 1, Subpart K.

23. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

24. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

25. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

26. **Authorized Representative.** Each Party represents and warrants to the other Parties that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

27. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by PDF or facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

Travis LeBlanc
Chief
Enforcement Bureau

Date

Perry Ayal
President
AIT, Inc.

Date

Perry Ayal
President
Southern Telecom, Inc.

Date